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Telephone: (916) 912-4700
Facsimile: (916) 329-8905

6 **Attorneys for Defendant**
7 **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**

8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA– SACRAMENTO**

10
11 **ARTHUR HARRIS,**

12 **Plaintiff,**

13 **v.**

14 **NEW REZ, LLC; SHELLPOINT MORTGAGE**
15 **COMPANY,**

16 **Defendant.**

CASE NO.:

SOLANO COUNTY SUPERIOR COURT
CASE NO.: FCS056039

NOTICE OF REMOVAL TO FEDERAL
COURT

17
18
19 **TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES AND THEIR**
20 **RESPECTIVE ATTORNEYS OF RECORD**

21 **PLEASE TAKE NOTICE** that Defendant NEWREZ LLC D/B/A SHELLPOINT
22 MORTGAGE SERVICING, (hereafter “SHELLPOINT” or “Defendant”) hereby removes to this
23 Court, the state action described below pursuant to 28 U.S.C. § 1441 et. seq.

24 1. On February 11, 2021, a Complaint was filed in the Solano Clara County Superior
25 Court entitled Arthur Harris v. NewRez, LLC, et al., Case No. FCS056039. (See **Exhibit A.**)

26 2. This Notice of Removal is timely under 28 U.S.C. §1446(b)(3) because it is being
27 filed within thirty days after SHELLPOINT’s receipt of a copy of the Summons and Complaint,
28 which is the initial pleading setting forth the claims for relief. Although there has been no proof of

1 service on any defendant filed in the Superior Court as of the date of this removal, this state court
 2 action was filed on February 11, 2021 and SHELLPOINT has not been served with the Summons
 3 and Complaint since that date.

4 3. This action is a civil action over which this Court has original jurisdiction under 28
 5 U.S.C. § 1331 and is one which may be removed to this Court by Defendants pursuant to 28 U.S.C.
 6 § 1441(a), as Plaintiffs asserted claims for relief in the Complaint pursuant to Fourth and Fourteenth
 7 Amendment to the U.S. Constitution, 18 U.S.C. §§ 1341, 1343, 1614 and 12 U.S.C. § 2605 and the
 8 Fair Debt Collection Practices Act. This Court also has supplemental jurisdiction of Plaintiffs'
 9 pendent state law causes of action pursuant to 28 U.S.C. § 1367.

10 4. Additionally, this Court has original jurisdiction of this civil action under 28 U.S.C. §
 11 1332 and hence this action may be removed to this Court by Defendant pursuant to the provisions of
 12 28 U.S.C. § 1441(b) based upon the diversity of citizenship of the parties.

13 5. Plaintiff is a citizen of California.

14 6. SHELLPOINT is a citizen of Delaware and New York. The citizenship of a limited
 15 liability company is determined by the citizenship of each of its members. *Harvey v. Grey Wolf*
 16 *Drilling Co.*, 542 F.3d 1077, 1080 (5th Cir. 2008). NewRez LLC d/b/a Shellpoint Mortgage
 17 Servicing is a wholly-owned subsidiary of Shellpoint Partners LLC, a Delaware limited liability
 18 company. Shellpoint Partners LLC is a wholly-owned subsidiary of NRM Acquisition LLC and
 19 NRM Acquisition II LLC, both of which are Delaware limited liability companies. Both NRM
 20 Acquisition entities are wholly-owned subsidiaries of New Residential Mortgage LLC, a Delaware
 21 limited liability company. New Residential Mortgage LLC is a wholly-owned subsidiary of New
 22 Residential Investment Corporation, a Delaware corporation with its principal place of business in
 23 New York.

24 7. Pursuant to 28 U.S.C. §1332(a), there is a sufficient amount in controversy as it is far
 25 “more likely than not” that the amount in controversy exceeds \$75,000 as the Complaint states it is
 26 seeking punitive damages in the amount of \$350,000, in addition to \$350,000 in compensatory
 27 damages, and a permanent injunction preventing foreclosure of the Property. (*See* Complaint, at P. 7
 28 - prayer for relief; *Sanchez v. Monumental Life Ins. Co.* (9th Cir. 1996) 102 F.3d 398). Furthermore,

1 “In actions seeking declaratory relief, it is well established that the amount in controversy is
 2 measured by the value of the object of the litigation. [Citation.] If the primary purpose of a lawsuit
 3 is to enjoin a bank from selling or transferring property, then the property is the object of the
 4 litigation.” *Hunt v. Wash St. Apple Adver. Comm'n* (1977) 432 U.S. 333, 347; see also *Garfinkle v.*
 5 *Wells Fargo Bank* 483 F.2d 1074, 1076 (9th Cir. 1973.) Here, Plaintiff’s complaint also seeks a
 6 permanent injunction preventing foreclosure of the Property. The Property is security for a Deed of
 7 Trust in the amount of \$202,500.00. Accordingly, the amount in controversy clearly exceeds the
 8 \$75,000 threshold.

9 8. Supplemental jurisdiction of any state law claim is proper under 28 U.S.C. §1367(a).

10 9. The United States District Court for the Eastern District of California has
 11 jurisdiction in this civil action as the real property that is the subject of the Complaint is located in
 12 the County of Solano. Specifically, the real property at issue is commonly known as 617 Daniels
 13 Ave., Vallejo, CA 94590 (the “Property”). Moreover, the Superior Court of California for the
 14 County of Solano is located within the Eastern District of California. (28 U.S.C. § 84(a)). Thus,
 15 venue is proper in this Court because it is the "district and division embracing the place where such
 16 action is pending." (28 U.S.C. §1441(a))

17 10. Based on the above-referenced allegations, pursuant to 28 U.S.C. §1441, et seq.,
 18 Defendant is entitled to remove this entire action from the Solano County Superior Court to the
 19 United States District Court for the Eastern District of California, and Defendant SHELLPOINT
 20 wishes to exercise that right.

21 11. Pursuant to 28 U.S.C. §1446(a), Defendant hereby attaches true and correct copies of
 22 the pleadings filed with the state court that it has received as follows:

23 (a) Complaint and Supplement thereto (**Exhibit A**).

24 12. Pursuant to 28 U.S.C. §1446(d), counsel for SHELLPOINT will promptly
 25 give written notice of the removal to all adverse parties and will file a copy of the notice with the
 26 Clerk of the Solano County Superior Court.

27 ///

28 ///

1 13. SHELLPOINT reserves the right to supplement or amend this Notice. SHELLPOINT
2 also reserves all rights, including, but not limited to, defenses and objections as to venue, personal
3 jurisdiction, and service.

4 The filing of this Notice of Removal is subject to, and without waiver of, any such defense or
5 objection.

6
7 DATED: April 8, 2021

WOLFE & WYMAN LLP

8 By: /s/ Jonathan C. Cahill
9 STUART B. WOLFE
10 JONATHAN C. CAHILL
11 **NEWREZ LLC D/B/A SHELLPOINT**
12 **MORTGAGE SERVICING**
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28

EXHIBIT “A”

EXHIBIT “A”

ARTHUR HARRIS

1902 2nd Ave #520

Seattle Wa 98101

Phone no 206-643-6719

RELATED CASE NO

220-CV-00642 JCC

Seattle District Court

FILED

Clerk of the Superior Court

(1)

Superior Court of California
City of Fairfield County of Solano

FEB 11 2021

By

DEPUTY CLERK

Arthur Harris

Plaintiff

VS

Shellpoint Mortgage Management
Company; New Rez LLC

Defendants

And does 1-17

California, Rosenberg
act civil code Sec

1708, 1708.33 and

2923.4 and (5)

FCS056039

FV

\$435-

civil complaint
for damages per
suant to 15 USC

1692d-1-6 and

12 USC 2605, and

18 USC 1341, 1343

and 1641, and California

penal code section 484,

118 1131 and California

civil code section

2923, 4, 5, and 1708,

1708.33

ASSIGNED TO
JUDGE ALESIA JONES
FOR ALL PURPOSES

Related case no

2.20-CV-00642 JCC

DMS

(1)

ARTHUR HARRIS
1902 2nd AVE #520
SEATTLE, WA 98101
Phone NO. 206-643-6719
In pro per

Related Case No.
2:20-cv-00642 JCC
Seattle District Court
Federal

Superior Court of California
County of Solano City of Fairfield

ARTHUR HARRIS
Plaintiff

vs.

New Re2 LLC ETAL
Defendant

Ditech Financial
Defendant

Shellpoint Debt Coll-
ection Agency
Defendant

CASE NO.

Complaint For da-
mages For Violati-
ons of California
penal Code Sections
484, 118, and Calif-
ornia Civil Code Sec-
tion 1788-178833
and For Violations
of 18 USC 1341, 13-
43, 1621, and of
12 USC 2605, and
of California Civil
Code Section 2923
14.5

(2)

I
Jurisdiction

This Court has Jurisdiction under
28 USC 1331 / Article I Section 10 under the
California constitution II

Venue

This Court has Venue under 28 USC
1391

III
Parties

1) Shell Point Mortgage Management
Servicing Company, is Located at
P.O Box 740 039 Cincinnati OH 452-
74-0039, and 55 Beattie Place Suite
110, Greenville, SC 29601, and does
business From That Location who be-
lieves That IT owns Plaintiff Mortgage
Contract.

2) DiTech II LLC, and New Re2, LLC,
are Mortgage Servicing Companies
Located at 4000 Chemical Road RD
Plymouth, Meeting P.A. 19462, and does
business From That Location whom
believes That They solely owns Plaintiffs (3)

Mortgage Contract.

(3)

IV
Damages

Plaintiff seeks damages against all defendants for violations of 15 USC 1692d 1-6, 12 USC 2605, and 18 USC 1341 and 1343, and 1641, and violations of California Civil Code Section 1788, 1788.33, and 2923.4.5, and violations of California Penal Code Sections 484, 118, and 131, and of the Federal and California Fair Debt Collections Practice Acts. As codified under

V
Prayer

(I) Plaintiff prays for the following

(A) 250,000 Two Hundred Fifty Thousand Dollars in General damages

(B) 250,000 Two hundred Fifty Thousand Dollars in Compensatory Damages

(4)

(L) (C) 250,000 Thousand Dollars
in punitive damages.

(D) This Court order all defendants TO
turn over TO Plaintiff his Deed of
Trust immediately.

(E) That This Court Make a Finding
in This Case That none of the defend-
ant have the Legal Standing Necess-
ary to enforce the Conditions Set
Forth in Plaintiff August 25, 2015
mortgage Contract.

(F) This Court Make a ruling That none of
the defendant in This Case have the
Legal authority to enforce the Condi-
tions of Plaintiff 8/25/2015 mortga-
ge Contract with his original creditor
penacle LLC.

(F) That this Court order all of the defe-
ndant here to STOP Harrassing Plai-
ntiff by Continuing to send him bills
in the Future demanding That he owes
them 183,600 Thousand dollars mort-
gage payments especially after he'd (B)

(5) paid them that same money to cover the months that they'd claim he owed them for.

(F) That this Court grant him any such further relief it deems just and proper.

VI Facts

On or around August 30, 2015, Plaintiff brought a single family house located at 617 Daniels Ave Vallejo, California 94590. The company that financed that property was called pencil finances LLC. This property was financed through the VA Home Loan program at that time. Several months later into the servicing process, Plaintiff received a letter from a new company called Ditech Finance LLC, informing him that they were the new owners of his contract and told him to send, from that point on, all of his payments to them to cover his mortgage contractual obligations. Following their instruction, Plaintiff paid this (6)

(6) paid Ditech all of his mortgage payment receipts from that date of the letter to February 4, 2020.

on February 4, 2020, Plaintiff received another letter from the Ditech Company telling him to not pay them anymore money after February 4, 2020, because they had transferred his contract to another company. That company name was New Rez, LLC. going on Ditech went on to tell plaintiff that any future payment past 2/4/2020, should be paid to New Rez. Unhappy with this turn of events, Plaintiff immediately wrote a letter to Ditech and New Rez, telling them that he believed that they broke California and Federal Laws when they'd transferred his contract to one another without giving him an opportunity to challenge that transfer. He also informed them that they'd further broke the laws when they'd failed to cite any California or Federal Laws in their letter sent to him giving them the legal authority to transfer his contract in the first place. Con - (7)

(7) Turning, Plaintiff told them that he will pay them the money that they were asking for to cover his mortgage obligation, But, he went on to admonish them that he was doing so under legal protest until he file a law suit against them. (See exhibit A) Attached Here^{to} and Labeled The Same

Immediately After Plaintiff sent his complaint to the defendants in this case, they, the defendant, began to send him many many invoices, in reply, claim that they intended to foreclose on his property if he failed to pay them money on his mortgage that he'd had all ready paid them in the past. In reply to those invoices Plaintiff sent them copies of all the payments, that they claimed that he owe them, cashier checks to prove to them that he had already payed them for. In response, to those receipts that Plaintiff sent them, the defendants ignored those checks, and continued to send Plaintiff several more Forefieture Letters and invoices, For (10) Ten (8)

(8) more months. (see Exhibit B attached here to and Labeled The Same)

disgusted and Frustrated, with the defendants continued Harassmental behavior, Plaintiff phone them several times, within that (8) Eight month period, telling to stop sending him those fraudulent invoices demanding him to pay them money for his mortgage that he had already paid them already for. Heid went on to tell them that their behavior by continuing to send them those bills were Violative of both State and Federal Fair Debt Collection practice acts. In reply to Plaintiff warning the defendants and/or their agents on the other end of the called told plaintiff that "Quote, 'we did send you all of those Bills and we expect you to Honor and Pay them'" "we recieved your Contract on apr - 11, 2020, which means that, we are the sole owners of your Contract" and because so, we expect you to pay us." "we will continue to send you Bill in the future demanding our money, regardless of what (9)

(9) you believes. Hold on, Plaintiff said, I've already paid you on those bills you are sending me RIGHT NOW. To prove this point, I've sent you several copies of the Bank of America cashier checks that I sent you to prove I paid them; now, in reply to those payments, you people do not care, and continue to send me fraudulent and harassment bills out of spite. Yes, the voice on the other end said, furthermore, he continued to say, "we are going to call you as much as we like in the future and demand that you pay us again. Good day, Mr. Harris, the voice said, then he hung up the phone.

A few days later, Plaintiff received a phone call from one of Shell points agents around 10pm at night. The voice on the other end of the line, was female, the person told Plaintiff that she wanted to talk about the problem that we are having on this mortgage payment issue. Immediately after the woman completed her statement, Plaintiff told the woman that their actions demanding (10)

(10) money From him to pay For mortgage payments That He had payed Them For already was in violations of state and Federal Fraud and Extortion Laws. The woman said in reply, That He records shows That Plaintiff did send Them three checks to cover the months of March, April and May of 2020. But has not recieved payments For June, July, August, September, October November of 2020. In reply to Those statements Plaintiff Told the woman That He'd sent Them payments (to cover) receipts proving That he paid Them checks to cover all of the above named months up to September 2020, and That The September 2020 check was sent Back to him by her company claiming That he'd payed Them That check past the 90 days cut off days as to That September check, He Told her That That Letter sending back That check lied when it stated That Plaintiff pay Them That check, or any of the other checks past the legal agreeded to cut off date, one month before That, and Those checks were due (see Exhibit (6) Attached Here to and Labeled the same) (11)

(11) Finally, Plaintiff asked The woman on the other end of the phone what Law did The use to Support Their decision to Transfer his mortgage Contract From penacle, to Direct, to new Rez, without his permission and without affording him Due process of Law by giving him an opportunity to challenge that transfer in open court. In response to That question, The woman said, "STATE LAW." Second Later, She Hung up The phone.

VII

Causes of Actions

Plaintiff Asserts That 12 USC 2605 ~~is~~ unconstitutional on it's Face. In That IT Violates The Fifth and 14th amendment to The United States Constitution Due process clauses as were used against Him In his case 12 USC 2605

although Defendants did not admit using sections 12 USC 2605 TO (12)

(12)

support their decision to Trans
 For his mortgage Contract In The
 First place, plaintiff asserts That
 The above is True because Due process
 requires That no property Can be
 Taken or Transfer From any citizen
 OF The United States wIth by The gove
 rnment wITHout first giving That
 citizen Due process OF The Law. and
 Due process OF Law has been define
 d by The U.S Supreme Court as giving
 any citizen Under The Factual circum
 stances as plaintiff here An oppor
 tunity To defend. Section 26.05
 U.S written in it's present state de
 nies plaintiff an opportunity To
 defend against The Transfer of his
 Contract From ditech To New Rez,
 Because IT'S Language only man
 dates The Servicer To give Plaintiff,
 and all other Similarly Situated
 borrower, Notice before they Trans
 his Contract. In Federal Law, Just
 Giving Notice To The Borrower, IS
 Not Tan Temount To Due process
 on it's own. again, Due process Mean
 giving Plaintiff The right or opp
 orTunity to defend against the (13)

(13) Transfer of his mortgage Contract in open Court. This process was not provided to Plaintiff by the defendants on Section 2605. Thereby, Making his Transfer invalid and unconstitutional. going on Plaintiff also contends that Section 12 USC 2605 is unconstitutionally defective on its face as it was used against him, when those defendants transferred his mortgage Contract from Ditech to new Rez, Because it, 2605, does not include in it Language ~~any~~ due process element, that allows Plaintiff to use in Court to challenge the Transfer of his Contract. one more reason Plaintiff contends that Section 2605 is unconstitutionally defective on its face is that it allows any mortgage servicer to transfer Borrowers Contract, without those Borrowers permission or input, by allowing them to make those transfers by skipping past basic Contract laws that gives all parties to a Contract right that allows them to accept or reject conditions in a Contract that may be detrimental to their interest in those contracts. (14)

(14) In short, Plaintiff asserts That That Section allows The Servicers To Transfer Borrower mortgage Contract From one Servicers To a Notion Without Following basic Contract Laws Specifically To Seven (7) elements of Contract Construction which are (1) offer (2) acceptance (3) Mutual assent meeting of the mind (4) consideration (5) Capacity (6) Legality contracts (7) Legality, These element were NOT Followed by The defendant in Plaintiff Case before Shellpoint claimed That They are The Sole owner of Plaintiff mortgage contract in his case, nor does Section 2605 mandate That These elements be Followed by The Servicers before They Transfer Plaintiff, and all other Similarly Situated Borrowers mortgage contract, To another Servicer without Those borrower permission or Input, again, Plaintiff contend That Section 2605 is unconstitutional defective on its Face because of The same reason held cited above and because so, demands That This Court Finds The same and order (15)

(15) That Section be Legally declared invalid and constitutionally defective on its Face.

VIII

Cause of Action II

Plaintiff assert That All defendants Violated his rights under The Federal Statute 15 USC 1692d 1-6 Federal Fair Debt Collection Practice act and also Violated The California Rosenburb act as codified as The California Fair Debt Collection practice act under California civil Code Section 1788, 1788.33 and 2923.4, 5

Because all defendants named in this case sent plaintiff several Mortgage Foreclosure notices and letter demanding That he pay them money to cover (8) eight months of mortgage payment bills That he had already paid them. He asserts That Those defendants Violated his rights under Sections 15 USC 1692D 1-6, and California Civil Codes Sections 1788, (16)

1788, 33 and 2923, 4 and 5. He also asserts, that by doing the same, (16) Those defendants violated several other Federal and State criminal laws as well, such as, but not limited to, 18 USC 1341, 1343 and 1641, California Penal Code Sections 4184 118, and 131. In this case, Plaintiff asked those defendants to cease and desist from sending him those fraudulent mortgage payment in voices and those fraudulent foreclosure notices for well over an 8 month period of time. In reply, those same defendants continue to send Plaintiff all of the same any way. (See related case records under Case number 2:20 cv-00642 JCC U.S. District Court in Seattle WA) Fed up, ~~receiving~~ with receiving those foreclosure notices and mortgage payment bills, Plaintiff file suit against them in Federal District Court in Seattle WA, asking that court to order them to stop it. Filing that suit did not eventually stop those defendants from continuing to do the same, because, Plaintiff just today (16)

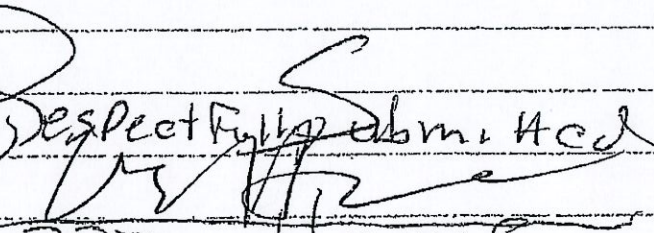
(17) Received another (See Exhibit D attached hereto and Labeled The Same) Because plaintiff is still receiving these Foreclosure Letters and mortgage payment bills, He, in reply, is filing this, his, Second Law suit against them in your Court.

VIII Conclusion

Based on all of the above, Plaintiff request that this Court grant him all of the relief that he asked for in this prayer section of this Complaint.

X Verification

I, ARTHUR HARRIS IS Plaintiff in the above numbered entitled case, and declares under the penalty of perjury that all of the above is true and correct under Both Federal and State Laws,

Dated 11/12/2020 Respectfully Submitted

 ARTHUR HARRIS (17)



55 Beattie Place, Suite 110
Greenville, SC 29601

Toll Free Phone 1-800-365-7107
Toll Free Fax 1-866-467-1137

Hours of Operation
Monday-Friday 8:00AM 10:00PM
Saturday 8:00AM-3:00PM

October 22, 2020

ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE, WA 98101

RE: Subject Property: 617 DANIELS AVE VALLEJO, CA 94590
Reference Number: 0579713746

Dear ARTHUR LEE HARRIS:

This letter is in response to your recent inquiry regarding the above referenced loan. Shellpoint Mortgage Servicing ("Shellpoint") began servicing the loan on or about February 04, 2020.

Please accept our sincere apologies for any inconvenience regarding your monthly mortgage payments. Please find enclosed Loan History Summary for your loan. I have highlighted all the payments received this year. Only eight payments have been received this year. If you believe that payments made are not reflected here please send in proof of payment. Unfortunately, the hand-written list you sent is insufficient. Please send either the front and back of the cancelled checks and/or the full un-redacted bank statements for the months in question. When that is received, we can investigate this matter further.

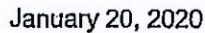
If you have any additional questions or concerns, please contact our Customer Service department at 800-365-7107.

Sincerely,

Customer Service
Shellpoint Mortgage Servicing

Received on
AT Wd 11/7/2020
AT 11 PM
(2)

(18)



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

received on (A)
Fndg
1/23/2020
AT 10:44 AM

NOTICE OF SERVICING TRANSFER

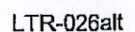


If you are currently participating in an automated payment plan with Ditech, your payment plan will be cancelled as part of the transfer of servicing to NewRez LLC, effective 2/4/2020. If you are interested in establishing automatic payments with NewRez LLC, please contact them after the transfer effective date.

P.O. Box 740039
Cincinnati, OH 29603-0826

New Servicer:
NewRez LLC
Customer Service
877-263-0149
P.O. Box 10826
Greenville, SC 29603-0826

①



(B)

Under Federal law, during the 60-day period following the effective date of the transfer of the account servicing, an account payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Ditech
Present Servicer

January 20, 2020
Date

If you use a third party bill pay provider for your payments, please make arrangements to notify them of your new servicer's contact information. If you are interested in establishing automatic payments with NewRez LLC, please contact them after the transfer effective date.



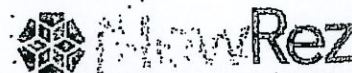
②

Received on Saturday

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

EXHIBIT (C)

S-SFRECS20 L-1017 R-200
PBT38M00V01161 - 616882355 I04642
ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135



Phone Number: 866-317-2347
Fax: 866-467-1137
www.newrez.com
Mon - Thurs: 8:00AM-10:00PM
Fri: 8:00AM-4:00PM
Sat: 8:00AM-3:00PM

Loan Number:	0579713746
Principal Balance:	\$183,169.32
Property:	617 DANIELS AVE VALLEJO, CA 94590

3/28/2020
AT 8:45 PM

(C)

03/19/2020

Dear Homeowner,

Your mortgage payment that was due on **03/01/2020** is now **over 17 days past due**. So as of **03/19/2020**, your total amount due is **\$1,165.21**, and your principal balance is **\$183,169.32**. However, interest, late fees, and other charges can vary from day to day, so the amount you owe may change if you don't pay right away. If you've already paid in full since we mailed this letter, **thank you. Please disregard this letter.**

We haven't yet reported to any credit agencies. As of **03/19/2020**, we have not yet reported your payment as late to any of the credit-reporting agencies. But we may report your nonpayment if we don't receive your full payment before **04/01/2020**.

You have payment options. We offer you several convenient ways to pay:

- **Autodraft.** It's easy to have us automatically deduct your payments directly from your bank account. Call us and we'll help you set it up.
- **Website.** Log onto your account on our website at **www.newrez.com** and make your payment in a few moments. If you haven't yet created an online account, select the **Setup Your Account** option from the **Tools** menu and follow the instructions and prompts. **Note:** We may charge you a small fee for paying online, but we'll tell you what the fee is *before* we process your payment.
- **Mail.** Make your check or money order in the amount of **\$1,165.21** payable to **NewRez LLC**. Be sure to write your loan number on your check or money order and mail your payment to:

Regular Mail:
NewRez LLC
P.O. Box 740039
Cincinnati, OH 45274-0039

Overnight shipping:
NewRez LLC
Attn: Payment Processing
55 Beattie Place, Suite 500, MS-501
Greenville, SC 29601

Note: Regular mail delivery times are uncertain. We assess late fees based on when we receive your payment, *not* when you mail it. To avoid late fees, you may want to use overnight shipping.

- **Online bill-pay.** Online bill-pay is a quick, certain, and easy way to pay. Make sure the payee name is listed as **NewRez LLC**.
- **Phone.** Dial **866-317-2347** and follow the voice prompts to pay using our intelligent, automated phone system. **Note:** We may charge you a small fee for a phone payment—but we'll tell you what the fee is *before* we process your payment.

Need help? Are circumstances beyond your control preventing you from making your payment? *We're here to help.* Call our representative **Linda Henderson** immediately at 877-269-1203 ext. 5108. We'll do everything we can to develop a payment plan that works for you.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

(3)

Additional resources are available:

- Contact HUD-approved counselors who are available to provide you with mortgage payment assistance information you may need. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> and <https://www.consumerfinance.gov/find-a-housing-counselor/> or call 1-800-569-4287 to find a counseling agency in your area. Additionally, the Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment. Certified counselors can be reached by calling 888-995-HOPE™ (4673) or 800-877-8339 with TTY device.
- Contact the Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or visit www.consumerfinance.gov/mortgagehelp

¿Hablas Español? Esta carta contiene información importante sobre su préstamo hipotecario. Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número **866-317-2347**.

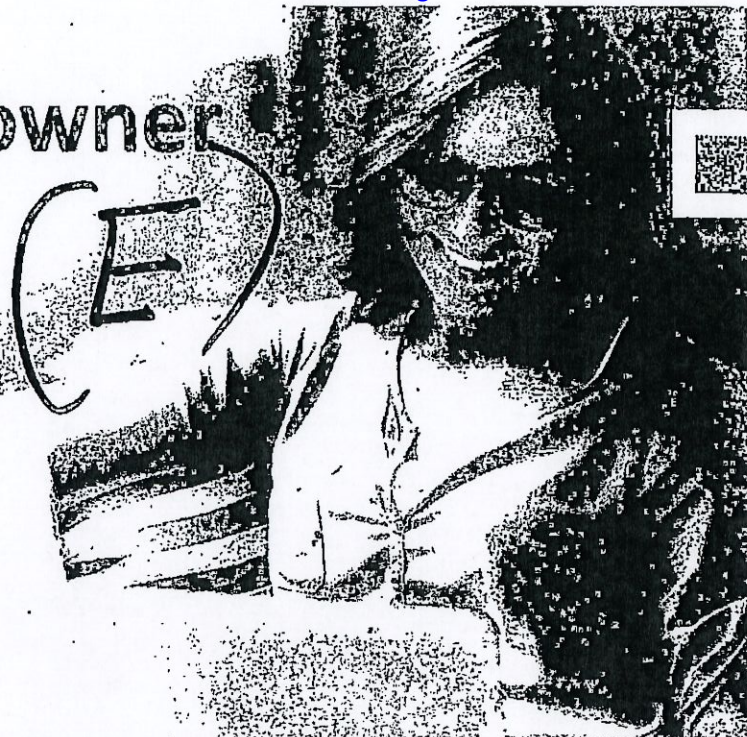
Sincerely,

Customer Care Team
NewRez LLC

(D)

Visit your homeowner portal today!

As a Shellpoint homeowner,
you have access to a
secure borrower portal
with helpful features that
are available to you at any
time, day or night!



www.ShellpointMortgageServicing.com

Instant Prequalification - Conduct a self evaluation to determine eligibility for one of our loss mitigation workout options.

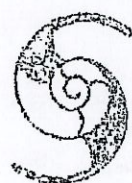
Download Forms - Download all the documents required to complete your application.

Submit Documents - Upload all the documents required to complete your application.

Workout Status - Review the status of your workout option or foreclosure alternative in real time.

Payments - Make your trial, repayment plan, and other payments online.

Everything Else - Access helpful information about available options and other important information.



Shellpoint
Mortgage Servicing

www.ShellpointMortgageServicing.com

LossMitigation@shellpointmtg.com
phone 866-825-2174
fax 866-467-1137

Registration Process

If you already have an account with us, simply go to www.shellpointmtg.com and log in using your name and password.

If you have not created an account, please follow these easy steps:

1. Visit our website at www.ShellpointMortgageServicing.com
2. Click "Register Here"
3. Follow the easy on-screen instructions



prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 11/29/19 09:07:37 AM

5TH & OLIVE BANKING CENTER
0001 0055004 0006

Exhibit (13)

NAZ

Pay



\$1,185.64

One Thousand One Hundred Eighty Five and 64/100 Dollars

To The DITECH FINANCIAL
Order Of

Not-Negotiable

Customer Copy

Retain for your Records

From 1/1/2020 TO 2/1/2020

Remitter (Purchased By): ARTHUR L HARRIS

Bank of America, N.A.
PHOENIX, AZ

Paid on Friday 11/30/2019

457002931694

acc no. 000 65 88867

(1)

(1)

(6)

(2)

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 0792418637

Void After 90 Days 91-1701221 Date 12/31/19 09:07:38 AM

5TH & OLIVE BANKING CENTER

0005 0055004 0005

all no. 000 65 88867

 BANK OF AMERICA ONE EIGHT FIVE CTSCIS

Pay

One Thousand One Hundred Eighty Five and 64/100 Dollars

To The DITECH FINANCIAL

From 2/1/2020 To 3/1/

Order Of FROM 2/1/2020-3/1/2020

Remitter (Purchased By): ARTHUR L HARRIS

Bank of America, N.A.
PHOENIX, AZ

2020
Paid on Tuesday
12/31/2019

(2)

\$1,185.64

Not-Negotiable
Customer Copy
Retain for your Records
457002931694

(4)

To New Rez. Customer Service;
 below is my first payment to your
 company: I sent this payment to you
 on 4/31/2020 to cover March 1, 2020
 Billing cycle. I sent this check to me

Notice to Purchaser - In the event that this check is lost, misplaced or
 stolen, a sworn statement and 90-day waiting period will be required
 prior to replacement. This check should be negotiated within 90 days.

5TH & OLIVE BANKING CENTER
 0001 0035004 0004
 Cashier's Check - Customer Copy
 No. 0792418839
 Date 01/31/20 09:06:37 AM

Acc no 877-263-0149

Pay
 One Thousand One Hundred Sixty Five and 21/100 Dollars
 To The NEW REZ LLC
 Order Of

\$1,165.21

1 FROM 03/01/2020 TO 04/01/2020

Remitter (Purchased By): ARTHUR L HARRIS

Bank of America, N.A.
 PHOENIX, AZ

Not-Negotiable
 Customer Copy
 Retain for your Records
 457002931694

Friday 4/31/2020

Acc no 877-263-0149
 zip code 45274-0039

Wrong zip code as you've shown in your
 warning letter sent to me; I will sent
 1 2020 payment

00-53-3364B 06-2019

Cashier's Check - Customer Copy

No. 0792419167

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 04/01/20 10:14:35 AM

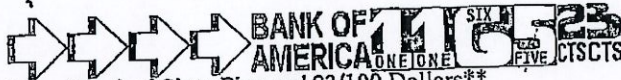
NAZ

STH & OLIVE BANKING CENTER
0005 0055004 0009

From 5/1/2020

to 6/1/2020

Pay



\$1,165.23

One Thousand One Hundred Sixty Five and 23/100 Dollars

To The NEW REZ LLC
Order Of

FROM 5/1/2020 TO 6/1/2020

Pardon

wednes day

Not-Negotiable

Customer Copy

Retain for your Records

457002931694

Remitter (Purchased By): ARTHUR L HARRIS

Bank of America, N.A.
PHOENIX, AZ

Acc. no 0579713 746

From 7 to 8-2020 Cashier Check

~~NO. 0792419167~~

NO

From 8-9 2020

(5)

(10)

1) 0792418412

Ditche

From 1/1/2020 TO 2/1/2020

LUC

(7)

2) 0792418637

From 2/1/2020 TO 3/1/2020

3) 0792418839

ALL new PIER

From 3/1/2020 TO 4/1/2020

4) 0792419030

From 4/1/2020 TO 5/1/2020

5) 0792419167

Paid on 4/1/2020

From 5/1/2020 - TO 6/1/2020

(2)

94590

Somebody Zip Code

ON Back

CenturyLink 5/1/2020 TO 6/1/2020

NO. 0792419170 Cashier check number

Paid on wednesday 4/1/2020

Att. no. 706-728 4054-806R

(6) From 6/1/2020 TO 7/1/2020
check no. 0835 80 9092

(7) From 7/1/2020 TO 8/1/2020
check no. 0835 809 146

(8) From 8/1/2020 TO 9/1/2020
check no. 0835 ~~8092~~ - 8092 23
again 0835 80 9223

(6)

Shellpoint Mortgage Servicing

P.O. Box 10826
Greenville, SC 29603-0826
www.ShellpointMtg.com

Phone Number: (800) 365-7107
Fax: (866) 467-1184
e-Mail: LoanServicing@ShellpointMtg.com

Monday - Friday: 8am - 10pm EST
Saturday: 8am - 3pm EST

August 21, 2020

ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE, WA 98101

Exhibit
(A)

* Returned Check *

Loan Number: 0579713746
Check Number: 835809288
Check Amount: \$1,165.23

Dear Valued Customer,

Enclosed is a check we are returning to you because your loan is more than 90 days past due and you are not in an active workout with Shellpoint Mortgage Servicing ("Shellpoint").

We would like to apologize for any inconvenience experienced regarding this issue. If you would like to contact Shellpoint to discuss your options, please call our Customer Service department and ask to speak with a Loss Mitigation specialist.

If you have any questions or concerns, please contact our Customer Service department at (800) 365-7107.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número (800) 365-7107.

Sincerely,

Shellpoint Mortgage Servicing
(800) 365-7107

PLEASE SEE NEXT PAGE FOR IMPORTANT NOTICES

Received on Monday
8/31/2020 at 2:09pm

(1)

(1)

Please read the following important notices as they may affect your rights.

©2019 NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A NewRez Mortgage LLC in the States of Texas and Arkansas, D/B/A Shellpoint Mortgage Servicing, NMLS ID 3013

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Washington Residents

NewRez LLC dba Shellpoint Mortgage Servicing NMLS ID: 3013

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

The following is a Spanish translation of the information previously provided:

Lea por favor las siguientes avisos importantes que puedan afectar sus derechos.

El objeto de la presente notificación es gestionar el cobro de la deuda, y toda información obtenida será utilizada a tal fin. La presente comunicación proviene de un agente de cobro de deudas.

Si usted es un cliente en situación de bancarrota o un cliente que ha recibido una eliminación de esta deuda por bancarrota: tenga en cuenta que esta notificación tiene como fin informarle sobre el estado de su préstamo hipotecario. Este aviso no constituye una exigencia de pago ni un aviso de responsabilidad civil contra ninguno de los destinatarios de la presente notificación, que pudiese haber recibido un descargo de este tipo de deuda de conformidad con la legislación vigente sobre bancarrota o que pudiera ser objeto de suspensión automática en virtud del Artículo 362 del Código de Bancarrota de los Estados Unidos. No obstante, puede ser una notificación de una posible aplicación de gravamen sobre la propiedad como garantía, que aún no ha sido descargada en su proceso de bancarrota.

NewRez LLC dba Shellpoint Mortgage Servicing NMLS ID: 3013

Atención Miembros del Servicio Militar y Dependientes: Ley de Amparo Civil para miembros del servicio militar y ciertas leyes estatales proporcionan protecciones importantes para usted, incluyendo protecciones de tasas de interés y prohibiendo la ejecución hipotecaria bajo la mayoría de las circunstancias durante y doce meses después del miembro del servicio militar u otro servicio. Asesoramiento para militares con cobertura está disponible de Military OneSource (800-342-9647) y la Asistencia Legal de las Fuerzas Armadas de Estados Unidos o de otras agencias similares. Para más información por favor visite el sitio web de Military OneSource www.militaryonesource.mil/.

(2)

PC8B1Y00201024 | 005772 S-SFRECS20 L-1100-CA-C A-0579713746

Upon request, you are entitled to the following information for your account:

- A copy of the promissory note or other evidence of indebtedness;
- A copy of the deed of trust or mortgage;
- A copy of any assignment, if applicable, of the mortgage or deed of trust required to demonstrate the right of the mortgage servicer to foreclose; and
- A copy of your payment history from the period the loan was last less than 60 days past due.

You can submit a request for the information listed to the address below:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603-0826

You may have options if you are unable to afford your mortgage payment and wish to avoid foreclosure such as repayment plan, modification, short sale, settlement, deed-in-lieu, or cash for keys. Visit our Trouble Making Payments and Helping Customers web pages at www.shellpointmtg.com for more information about these options or contact our office at 866-214-5733. To qualify for one of these workout options, you may be required to provide additional documentation, including:

- Completed and signed hardship affidavit
- Copies of your two most recent pay stubs
- Copy of your most recently filed federal tax return
- Completed and signed IRS Form 4506-T
- Copy of a recent personal bank statement
- Copy of a recent utility bill (e.g., electric bill, gas bill, water bill, phone bill, etc.)
- Copy of your most recent quarterly profit and loss statement (if self-employed)
- Award letter stating your Social Security, disability, or pension earnings (if applicable)

You may also call (800) 569-4287 or visit www.hud.gov for a list of free homeownership counseling agencies that are sponsored by the U.S. Department of Housing and Urban Development.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-214-5733.

Sincerely,

Shellpoint Mortgage Servicing
866-214-5733

Predatory Home Loan is a unfair, deceptive, or Fraudulent loan - The same as one drafted up to have a Borrower to sign one that is consist er a none judicial one - or one organized under Section 12 USC 2605, thereby violating his Right to defend against the sale of the loan in court (14)

1) From 6/1/2020 TO 7/1/2020
check no. 0835 80 9092

(7) From 7/1/2020 TO 8/1/2020
check no. 0835 809 146

8) From 8/1/2020 TO 9/1/2020
check no. 0835 ~~8092~~ - 8092 23
again 0835 80 9223

(6) From 9/1/2020 TO 10/1/2020
check no 0835 809288

EXHIBIT (G) (G)

CASHIER CHECK

Dee

(1) 0792418412

From 1/1/2020 TO 2/1/2020

200

(7)

(2) 0792418637

From 2/1/2020 TO 3/1/2020

(3) 0792418839

ALL new PieZ

From 3/1/2020 TO 4/1/2020

(4) 0792419030

From 4/1/2020 TO 5/1/2020

(5) 0792419167

Paid on 4/1/2020

From 5/1/2020 - TO 6/1/2020

ON Back

94590

Small Zip Code

CenturyLink 5/1/2020 TO 6/1/2020

NO. 0792419170 Cashier Check number

Paid on wednesday 4/1/2020

21

Cashier's Check - Customer Copy No. 0835809288

Date 07/31/20 10:06:50 AM

91-1701221

Void After 90 Days

NAZ

METROPOLITAN FINANCIAL CENTER

0002 0037011 0007



\$1,165.23

Pay To The Order Of NEW REZ LLC From 9/1/2020 TO 10/1/2020

Not-Negotiable

Customer Copy

Retain for your Records

457002931694

Remitter (Purchased By): ARTHUR L HARRIS

Bank of America, N.A.
PHOENIX, AZ

ACC NO. 877-263 0149

Brought on Friday 7/31/2020

Paid on Wednesday 8/12/2020

EXHIBIT
(F)

8/11/2020

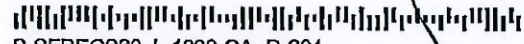
Superior Court

Shellpoint
Mortgage Servicing

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

Fairfield
California

Phone Number: 866-214-5733
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM



S-SFRECS20 L-1200-CA R-204
PCHKEV00200398 - 629746003 101590
ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

original

Loan Number:	0579713746
Principal Balance:	\$182,464.56
Property:	617 DANIELS AVE VALLEJO, CA 94590

Received on Monday
8/3/2020 At 8:08 PM

07/22/2020

CASE NO _____

Dear ARTHUR LEE HARRIS:

Shellpoint Mortgage Servicing("Shellpoint") recognizes that homeownership can be challenging and is committed to helping its customers avoid foreclosure whenever possible.

As of the date of this letter, the account balance is \$182,464.56. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater.

To assist homeowners experiencing financial setbacks, Shellpoint offers a number of workout options, including:

- Repayment plans
- Loan modifications
- Short sales
- Settlements
- Deeds-in-lieu
- Cash for keys

Exhibit (E)

Visit us on the web at www.shellpointmtg.com for more information about these options or contact our office at 866-214-5733.

You may also call (800) 569-4287 for a list of free homeownership counseling agencies that are sponsored by the U.S. Department of Housing and Urban Development.

Sincerely,

Shellpoint Mortgage Servicing
866-214-5733

The amount due on this loan is steal the same of 182,464.56 althought when you took over this contract on February 4, 2020 IT was that same amount. even thought I have paid you 1,165.23 every month since then untill now 8/11/2020, and it is still

(H) Received on 8/3/2020 at 8:08 PM
 I have submitted a complete borrower response package and are currently in an active loss mitigation review, you will not be referred to foreclosure. If your loss mitigation application is denied or you fail to meet the terms of the new loss mitigation agreement, then you will be referred to foreclosure or continue with the foreclosure process.



Please read the following important notices as they may affect your rights.

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address: You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 866-214-5733 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-214-5733 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-214-5733, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

California

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

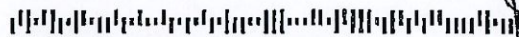
California

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación.

El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov

(18)

my copy / New Rez
 P.O. BOX 51850
 LIVONIA MI 48151-5850
 RETURN SERVICE REQUESTED



S-SFRECS20 L-1100-CA-C R-204
 PC8B1Y00201024 - 624775567 105772
 ARTHUR LEE HARRIS
 1902 2ND AVE APT 520
 SEATTLE WA 98101-1135



Shellpoint

Mortgage Servicing

Phone Number: 866-214-5733

Fax: 866-467-1187

Email: Lossmitigation@shellpointmtg.com

Mon - Thurs: 8:00AM-6:00PM

Fri: 8:00AM-5:00PM

Loan Number:	0579713746
Principal Balance:	\$182,817.54

6/24/2020

Received on Thursday

06/03/2020

6/10/2020 AT 10:50 AM Wednesday

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

RE: Deed of Trust/Mortgage Dated: 08/25/2015
 434361422173
 Loan #: 0579713746
 Property: 617 DANIELS AVE
 VALLEJO, CA 94590

Case no. 2.20-CV-00642

JCC.
Exhibit (C)

Dear ARTHUR LEE HARRIS:

Shellpoint Mortgage Servicing ("Shellpoint"), on behalf of, NewRez LLC d/b/a Shellpoint Mortgage Servicing, the owner and holder of your mortgage loan, and in accordance with the referenced Deed of Trust/Mortgage ("Security Instrument") and applicable state laws, provides you with formal notice of the following:

The mortgage loan associated with the referenced Security Instrument is in default for failure to pay amounts due.

To cure this default, you must pay all amounts now due under the terms of your Note and Deed of Trust/Mortgage. As of 06/03/2020, the total amount necessary to bring your loan current is \$3,559.87. Additional amounts may become due and payable under the Security Instrument after 06/03/2020. For the exact amount you must pay to bring your loan current, please contact our office at 866-214-5733 as interest, payments, credits, fees and/or other permissible charges can continue to cause your loan balance to vary from day to day. Payment must be in the form of cashier's check, money order, or bank certified funds.

If you have not cured the default within thirty (30) days of this notice which is 7/3/2020, (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter.), Shellpoint will accelerate the maturity date of the Note and declare all outstanding amounts under the Note immediately due. Your property that is collateral for the Note may then be scheduled for foreclosure in accordance with the terms of the Security Instrument and applicable state laws.

You have the right to reinstate your loan after acceleration and the right to bring a court action to claim that your loan is not in default or any other defense to acceleration and sale that you may have. This notice remains in effect until the default is cured.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED.

Upon acceleration of your Note, Shellpoint will refer the property for foreclosure. In accordance with the terms of your Note and Security Instrument and applicable state laws, if Shellpoint prevails in its foreclosure action, you may incur costs of foreclosure, such as title documentation, filing fees for the complaint, service of process, publication, recording of judgment, and other required expenses or attorney fees. The aforementioned foreclosure timeline and the fees and costs associated with a foreclosure action are estimates only and are dependent upon various factors.

Wednesday 6/10/2020 AT 3:33 pm

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

(19)

Upon request, you are entitled to the following information for your account:

- A copy of the promissory note or other evidence of indebtedness;
- A copy of the deed of trust or mortgage;
- A copy of any assignment, if applicable, of the mortgage or deed of trust required to demonstrate the right of the mortgage servicer to foreclose; and
- A copy of your payment history from the period the loan was last less than 60 days past due.

You can submit a request for the information listed to the address below:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603-0826

You may have options if you are unable to afford your mortgage payment and wish to avoid foreclosure such as repayment plan, modification, short sale, settlement, deed-in-lieu, or cash for keys. Visit our Trouble Making Payments and Helping Customers web pages at www.shellpointmtg.com for more information about these options or contact our office at 866-214-5733. To qualify for one of these workout options, you may be required to provide additional documentation, including:

- Completed and signed hardship affidavit
- Copies of your two most recent pay stubs
- Copy of your most recently filed federal tax return
- Completed and signed IRS Form 4506-T
- Copy of a recent personal bank statement
- Copy of a recent utility bill (e.g., electric bill, gas bill, water bill, phone bill, etc.)
- Copy of your most recent quarterly profit and loss statement (if self-employed)
- Award letter stating your Social Security, disability, or pension earnings (if applicable)

You may also call (800) 569-4287 or visit www.hud.gov for a list of free homeownership counseling agencies that are sponsored by the U.S. Department of Housing and Urban Development.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 866-214-5733.

Sincerely,

Shellpoint Mortgage Servicing
866-214-5733

Predatory Home Loan is a unfair, deceptive, or Fraudulent loan -The same as one drafted up to have a Borrower to sign one that is consist er a none judicial one - or one Organized under Section 12 USC 2605, Thereby violating his Right to defend himself.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

(12)

7/20/2020
AT 10:18 AM

Received on Monday
EXH. 114 (D)

Shellpoint Mortgage Servicing

Sincerely,

8:00AM-6:00PM EST.

Your utmost cooperation is extremely important and is required in order to resolve this matter. Therefore, we would appreciate you contacting us immediately, so we can determine why the default has occurred and explain to you what your most viable options are. Please contact us today. Our toll free number is 866-825-2174. We are available Monday through Friday between the hours of

on their loan.

We understand that everyone's circumstances are different, and sometimes a hardship may prevent our valued customers from paying

When default occurs, it is extremely important that you maintain at least a bi-weekly contact with our office, so we can discuss what options may be available to you.

As you are aware, your loan is delinquent. We have made several attempts to contact you; however, we have been unsuccessful.

Dear Borrower, Superior Court Case No.

CASE NO. 2:20 CV 00642 JCC

07/13/2020

Loan Number:	0579713746
Principal Balance:	\$182,817.54
Property:	617 DANIELS AVE VALLEJO, CA 94590

S-SFRECS20 L-1237-F R-106
PCFSF900201055 - 628628482 106326
ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135



Phone Number: 866-825-2174
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM



Shellpoint
Mortgage Servicing

Superior Court Filed
DIS179L
RETURN SERVICE REQUESTED
LIVONIA MI 48151-5850
P.O. BOX 51850

Please read the following important notices as they may affect your rights.

Rez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.



If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address: You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 866-825-2174 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-825-2174 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-825-2174, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

California

As required by law, you are hereby notified that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

California

Como es requerido por la ley usted esta siendo notificado por este medio que un reporte de crédito negativo afectando su reporte de crédito puede ser remitido a una agencia de reporte de créditos, si usted no puede satisfacer los términos de su obligación.

El acto estatal de Rosenthal Fair Debt Collection Practices, y el acto federal de Fair Debt Collection Practices requieren que, a menos de circunstancias inusuales, los cobradores no podrán contactarlo antes de las 8 a.m. o después de las 9 p.m. Ellos no lo podrán acosar usando amenazas violentas o arrestarlo o usar un lenguaje ofensivo. Los cobradores no podrán usar declaraciones falsas o engañosas o llamarlo a su trabajo si ellos saben o tienen razón para saber que usted no puede recibir llamadas personales en su trabajo. En general, cobradores no le podrán decir a otra persona, aparte de su abogado o su esposa, acerca de su deuda. Los cobradores se podrán comunicar con otras personas para poder comunicarse con usted, y para entablar un juicio. Para más información sobre las actividades de colección de deuda, usted puede contactar Federal Trade Commission al 1-877-FTC-HELP o www.ftc.gov

Received on Monday

7/20/2020

AT 10:18 PM

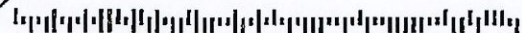
(12)

Loan #: 0579713746

Received on Monday
 - 7/20/2020 AT 10:18 AM

Please make sure below address shows in window

CASE 2:20-CV-00642
 JCC



SHELLPOINT MORTGAGE SERVICING
 P.O. BOX 10826
 GREENVILLE, SC 28777

Is your contact information accurate?

Please provide your most up-to-date contact information so that we can ensure you receive notifications and any information we may send in the future.

You may visit our website at www.shellpointmtg.com to update your contact information or return this completed form to us in the envelope we have provided. Our toll free number is 866-825-2174, we are available Monday through Friday between the hours of 8:00AM-6:00PM EST.

Contact information is as follows:

Home Mailing Address

- ☐ Has not changed
☐ Has changed, please direct future correspondence to:

Best Phone Number

- ☐ Cell

By providing the above cell phone number, you hereby consent to Shellpoint Servicing calling you at this number using our automatic dialing technology.

- ☐ Home

- ☐ Work

Please do not provide a work phone number if your employer prohibits you from receiving calls from Shellpoint Mortgage Servicing while at work.

Best Time to Reach

- ☐ Morning
☐ Afternoon
☐ Evening

Authorized E-mail

- ☐ I do not want Shellpoint Servicing to contact me by email.
☐ Email

By providing the above email address, you hereby consent to communication with Shellpoint Servicing through email. You may revoke this consent at any time. If the email address you have provided is one issued by your employer, you understand and acknowledge that any email communication by way of this email address may be viewed by your employer. You also represent to Shellpoint Servicing that your employer does not prohibit communication with Shellpoint Servicing through this email address. Additionally, if the email address you have provided is available for use by any individuals who are not authorized to discuss your account information with Shellpoint Servicing, you understand and acknowledge that any email communication by way of this email address may be viewed by those individuals with access.

1-2

it to District Court Seattle on Monday (1) 10/26/2020

Arthur Harris
1902 2nd Ave #520
Seattle, WA 98101

United States District Court
Western District of Washington

Arthur Harris
vs. Plaintiff

New Rez, LLC, and
Shell Point Mortgage
Management Comp
any ETAL

Defendant

Case no 2:20 CV-00
642 J.C.C.

To The Court:

Here we go again. Today Plaintiff received another invoice from Shell point claiming that he owes them 4,864.32 dollars for mortgage payments in this case. In response to that I.

That he doesn't owe Them any Thing towards
it's mortgage Contract because (1) They do not
have Legally Standing to request or demand
any mortgage From him because Heid never
Signed any Contract with Them to warrant
Their continuous demands of mortgage pay-
ment From Him. and (2). Heid Sent Them a
September 1, 2020 Payment of 1,165.23
Dollars to cover That month. and They Sent
it Back to Him Claiming That They were
not accepting any more payments From
him because Heid made That payment
past the 90 days Legal Time period. This
claim by Shellpoint is a Lie and was
stated to Plaintiff in Bad Faith by Shell-
point. This claim can be proved by Plaintiff
against Shellpoint based on all of the doc-
umental evidence He Sent to This Court
over the last eight months in This case.
now, if This Court rule in This case in favor
of Shellpoint, Plaintiff will owe Them money
for the months of September, October, and
November 2020.

if that case scenario does happen, Plaintiff does have all of the money saved to pay them. In order for them to win this case, they would First, ask this court to determine that they did in fact have legal standing to enforce his mortgage contract that he sign with his original creditor under all of the factual circumstances of this case. Secondly, they've got to answer the court's summons that it had me to send them to give this court jurisdiction to redress this case. Third, they got to prove to this court that they did not send him those invoices after he paid those invoices off months prior to them sending him those bills. Plaintiff believes that Shell Point cannot prove any of those points that he stated above, and because ~~he~~ he believes this, he requests that this court immediately rule against them in this case and order them to give him everything he'd request in this case.

Dated _____

Respectfully Subm. H. L.

(1)

Arthur Harris
1902 2nd Ave #520
Seattle, WA 98101

United States District Court
Western District of Washington

Arthur Harris
vs. Plaintiff

New Rez, LLC, and
Shell point Mortgage
Management Comp
any ETAL

Defendant

Case no 2:20 cv-00
642 J.C.C.

To The Court:

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That he doesn't owe Them anything towards
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 Dollars TO cover That month. and They Sent
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 claim by Shellpoint is a Lie and was
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 against Shellpoint based on all of the doc-
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 Over the last eight months in This case,
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 of Shell point, Plaintiff will owe Them money
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Ated _____

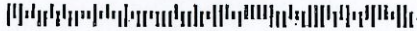
Respectfully Submitted



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

2-811-12066-0008060-001-1-000-010-000-000



ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

case no. 2:20-cv-
00642 JCC

MORTGAGE STATEMENT

Statement Date: 10/20/20

Account Number 05797
Next Due Date 11/01
Amount Due \$4,864
If payment is received after 11/16/2020, \$39.26 late fee may be assessed

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$3
Interest	\$6
Escrow (Taxes and Insurance)	\$1
Regular Monthly Payment	\$1,1
Total Fees and Charges	\$
Overdue Payment	\$3,6
Total Amount Due	\$4,8

Past Payments Breakdown

	Paid Last Month	Paid Yr
Principal	\$0.00	\$2,4
Interest	\$0.00	\$4,3
Escrow	\$0.00	\$1,3
Fees/Late Charges	\$0.00	
Unapplied Partial Payment	\$0.00	
Total	\$0.00	\$8,1

Account Information

Outstanding Principal \$181,398.26
Interest Rate 4.1250%
Prepayment Penalty None
Property Address: 617 DANIELS AVE
VALLEJO CA 94590
Contractual Due Date: August 1, 2020
Current Escrow Balance: \$812.84

Transaction Activity (09/20/2020 - 10/19/2020)

Date	Description	Charges	Payr
09/30/2020	Property Inspection Disbursement	\$25.00	
10/17/2020	Late Charge-Assess (because full payment not received by 10/16/2020)	\$39.26	

Received on Monday 10/26/2020

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As 10/20/2020, you are 80 days delinquent on your mortgage loan.

Recent Account History

o Payment due 05/01/20: fully paid on 08/21/20
o Payment due 06/01/20: fully paid on 08/21/20
o Payment due 07/01/20: fully paid on 08/21/20
o Payment due 08/01/20: unpaid balance of \$1,290.17
o Payment due 09/01/20: unpaid balance of \$1,204.47
o Payment due 10/01/20: unpaid balance of \$1,204.47
o Payment due 11/01/20: current payment due
o Total: \$4,864.32 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this state for additional messages about mortgage counseling and assistance.

Detach and return with payment.

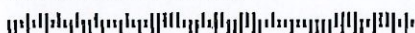


Shellpoint

Mortgage Servicing
Loan Number: 0579713746
ARTHUR LEE HARRIS

Property Address:
617 DANIELS AVE
VALLEJO CA 94590

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039



Amount Due

Payment Due Date 11/01/20
Total Amount Due \$4,864.
\$39.26 late fee may be charged after 11/16/2020

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

01000725593000003495630011652100120447057971374661101201116207

(30)

Mailed out to 192 District Court Seattle on 10/26/2020 Monday.

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

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Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) _____ Evening (____) _____ Email Address _____

31

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Greenville, SC 29603

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If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a representative who speaks your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer to a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact us by phone or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

**Please remember:
Name changes require a signature
document noting the new name. For
documents are mortgage licenses at

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) _____ Evening (____) _____ Email Address _____

(32)

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or with the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible liability on the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address

You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and want an Error Resolution or Informational Request, please write to us at the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) 800-569-4287 or at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts, funds paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report or credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al 800-365-7107.

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A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer to a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact us by email or start the confirmation process.

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Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

**Please remember:
Name changes require a signature in
document noting the new name. Ex:
documents are marriage licenses and

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) _____ Evening (____) _____ Email Address: _____

ARTHUR HARRIS

1902 2nd Ave # 520

SEATTLE, WA 98101

Phone no. 206-643-6719

United States District Court
Western District of Washington

ARTHUR HARRIS

Plaintiff

vs.

New Rez, Ditech II
and Shell Point Mortgage
Servicing Company

Defendants

Case no - 2:20
CV-00642

To The Court:

enclosed under the Seal of This Letter,
you will find another invoice that
Shell Point Mortgage Servicing Company
sent Plaintiff claiming that he owed
them another 6,058.05. as usual,
Plaintiff, Rebut this claim, and
assert that he owes them nothing.
Especially, 6058.05 dollars.

Dated 11/12/2020 Respectfully Subm. Her

Arthur Harris
ARTHUR HARRIS



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

2-811-12066-0008060-001-1-000-010-000-000



ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

Received on Monday
10/26/2020
AT 11:58 AM

MORTGAGE STATEMENT

Statement Date: 10/20/2020

Account Number 0579713746
Next Due Date 11/01/2020
Amount Due \$4,864.32
If payment is received after 11/16/2020, \$39.26 late fee may be assessed.

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$361.57
Interest	\$619.85
Escrow (Taxes and Insurance)	\$183.79
Regular Monthly Payment	\$1,165.21
Total Fees and Charges	\$64.26
Overdue Payment	\$3,634.85
Total Amount Due	\$4,864.32

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$2,471.00
Interest	\$0.00	\$4,398.98
Escrow	\$0.00	\$1,308.69
Fees/Late Charges	\$0.00	\$0.00
Unapplied Partial Payment	\$0.00	\$0.04
Total	\$0.00	\$8,178.71

Account Information

Outstanding Principal \$181,398.26
Interest Rate 4.1250%
Prepayment Penalty None
Property Address: 617 DANIELS AVE
VALLEJO CA 94590
Contractual Due Date: August 1, 2020
Current Escrow Balance: \$812.84

Transaction Activity (09/20/2020 - 10/19/2020)

Date	Description	Charges	Payments
09/30/2020	Property Inspection Disbursement	\$25.00	\$0.00
10/17/2020	Late Charge Assess (because full payment not received by 10/16/2020)	\$39.26	\$0.00

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 10/20/2020, you are 80 days delinquent on your mortgage loan.

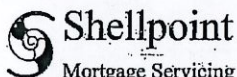
Recent Account History

- o Payment due 05/01/20: fully paid on 08/21/20
- o Payment due 06/01/20: fully paid on 08/21/20
- o Payment due 07/01/20: fully paid on 08/21/20
- o Payment due 08/01/20: unpaid balance of \$1,290.17
- o Payment due 09/01/20: unpaid balance of \$1,204.47
- o Payment due 10/01/20: unpaid balance of \$1,204.47
- o Payment due 11/01/20: current payment due

o Total: \$4,864.32 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

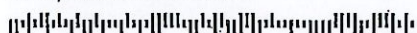
Detach and return with payment.



Mortgage Servicing
Loan Number: 0579713746
ARTHUR LEE HARRIS

Property Address:
617 DANIELS AVE
VALLEJO CA 94590

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039



Received on Monday
10/26/2020 AT 11 AM

Amount Due

Payment Due Date 11/01/2020
Total Amount Due \$4,864.32
\$39.26 late fee may be charged after 11/16/2020

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

01000725593000003495630011652100120447057971374661101201116207



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

1-811-11416-0007980-001-1-000-010-000-000



ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

ORIGINAL

Account Number 0579713746
Next Due Date 09/01/2020
Amount Due \$6,058.05
If payment is received after 09/16/2020, \$39.26 late fee may be assessed.

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$359.09
Interest	\$622.33
Escrow (Taxes and Insurance)	\$183.79
Regular Monthly Payment	\$1,165.21
Total Fees and Charges	\$64.26
Overdue Payment	\$4,828.58
Total Amount Due	\$6,058.05

Account Information

Outstanding Principal \$182,464.56
Interest Rate 4.1250%
Prepayment Penalty None
Property Address: 617 DANIELS AVE
VALLEJO CA 94590
Contractual Due Date: May 1, 2020
Current Escrow Balance: \$261.47

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$352.98	\$1,404.70
Interest	\$628.44	\$2,520.98
Escrow	\$183.79	\$757.32
Fees/Late Charges	\$0.00	\$0.00
Unapplied Partial Payment	\$0.02	\$0.04
Total	\$1,165.23	\$4,683.04

Transaction Activity (07/20/2020 - 08/19/2020)

Date	Description	Charges	Payments
07/21/2020	Regular Payment - (Due 4/1/2020)	\$0.00	\$1,165.21
07/21/2020	Partial Payment Unapplied*	\$0.00	\$0.02
07/27/2020	Property Inspection Disbursement	\$25.00	\$0.00
07/30/2020	Hazard Disbursement	\$293.00	\$0.00
08/17/2020	Late Charge Assess (because full payment not received by 8/16/2020)	\$39.26	\$0.00

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 08/20/2020, you are 111 days delinquent on your mortgage loan.

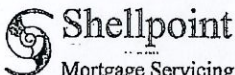
Recent Account History

- o Payment due 03/01/20: fully paid on 04/07/20
- o Payment due 04/01/20: fully paid on 07/21/20
- o Payment due 05/01/20: unpaid balance of \$1,279.43
- o Payment due 06/01/20: unpaid balance of \$1,204.47
- o Payment due 07/01/20: unpaid balance of \$1,204.47
- o Payment due 08/01/20: unpaid balance of \$1,204.47
- o Payment due 09/01/20: current payment due

o Total: \$6,058.05 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

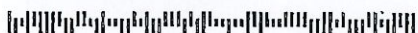
Detach and return with payment.



Loan Number: 0579713746
ARTHUR LEE HARRIS

Property Address:
617 DANIELS AVE
VALLEJO CA 94590

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039



Amount Due	
Payment Due Date	09/01/2020
Total Amount Due	\$6,058.05
\$39.26 late fee may be charged after 09/16/2020	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

01000729858200003495630011652100120447057971374660901200916206



Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

1-811-11416-0007980-001-1-000-010-000-000



ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

MORTGAGE STATEMENT

Statement Date: 08/20/2020

Account Number 0579713746
Next Due Date 09/01/2020
Amount Due \$6,058.05
If payment is received after 09/16/2020, \$39.26 late fee may be assessed.

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	\$359.09
Interest	\$622.33
Escrow (Taxes and Insurance)	\$183.79
Regular Monthly Payment	\$1,165.21
Total Fees and Charges	\$64.26
Overdue Payment	\$4,828.58
Total Amount Due	\$6,058.05

Account Information

Outstanding Principal \$182,464.56
Interest Rate 4.1250%
Prepayment Penalty None
Property Address: 617 DANIELS AVE
VALLEJO CA 94590
Contractual Due Date: May 1, 2020
Current Escrow Balance: \$261.47

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$352.98	\$1,404.70
Interest	\$628.44	\$2,520.98
Escrow	\$183.79	\$757.32
Fees/Late Charges	\$0.00	\$0.00
Unapplied Partial Payment	\$0.02	\$0.04
Total	\$1,165.23	\$4,683.04

Transaction Activity (07/20/2020 - 08/19/2020)

Date	Description	Charges	Payments
07/21/2020	Regular Payment - (Due 4/1/2020)	\$0.00	\$1,165.21
07/21/2020	Partial Payment Unapplied*	\$0.00	\$0.02
07/27/2020	Property Inspection Disbursement	\$25.00	\$0.00
07/30/2020	Hazard Disbursement	\$293.00	\$0.00
08/17/2020	Late Charge Assess (because full payment not received by 8/16/2020)	\$39.26	\$0.00

Important Messages

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Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 08/20/2020, you are 111 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 03/01/20: fully paid on 04/07/20
- o Payment due 04/01/20: fully paid on 07/21/20
- o Payment due 05/01/20: unpaid balance of \$1,279.43
- o Payment due 06/01/20: unpaid balance of \$1,204.47
- o Payment due 07/01/20: unpaid balance of \$1,204.47
- o Payment due 08/01/20: unpaid balance of \$1,204.47
- o Payment due 09/01/20: current payment due
- o Total: \$6,058.05 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.



Loan Number: 0579713746
ARTHUR LEE HARRIS

Property Address:
617 DANIELS AVE
VALLEJO CA 94590

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039



Amount Due

Payment Due Date 09/01/2020
Total Amount Due \$6,058.05
\$39.26 late fee may be charged after 09/16/2020

Please write clearly inside space provided

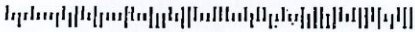
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed (Please do not send cash)	\$

01000729856200003495630011652100120447057971374660901200916206

Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

3-811-11053-0008145-001-1-000-010-000-000



ARTHUR LEE HARRIS
1902 2ND AVE APT 520
SEATTLE WA 98101-1135

Received on Monday
7/27/2020 AT
1:40pm

Account Information

Outstanding Principal: \$182,817.54
Interest Rate: 4.1250%
Payment Penalty: None
Property Address: 617 DANIELS AVE
VALLEJO CA 94590
Contractual Due Date: April 1, 2020
Current Escrow Balance: \$370.68

Account Number

Next Due Date

Amount Due

If payment is received after 08/16/2020, \$39.26 late fee may be assessed.

0579713746

08/01/2020

\$5,993.81

Phone:

800-365-7107

Website:

www.shellpointmtg.com

Explanation of Amount Due

Principal	\$357.86
Interest	\$623.56
Escrow (Taxes and Insurance)	\$183.79
Regular Monthly Payment	\$1,165.21
Total Fees and Charges	\$64.26
Overdue Payment	\$4,764.34
Total Amount Due	\$5,993.81

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$1,051.72
Interest	\$0.00	\$1,892.54
Escrow	\$0.00	\$573.53
Fees/Late Charges	\$0.00	\$0.00
Unapplied Partial Payment	\$0.00	\$0.02
Total	\$0.00	\$3,517.81

Transaction Activity (06/20/2020 - 07/19/2020)

Date	Description	Charges	Payments
06/23/2020	Property Inspection Disbursement	\$25.00	\$0.00
07/17/2020	Late Charge Assess (because full payment not received by 7/16/2020)	\$39.26	\$0.00

Important Messages

Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 800-365-7107.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 10:00AM-3:00PM.

Payment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

For information about your payments, total amount due, and any additional payment history, see reverse side.

****Delinquency Notice****

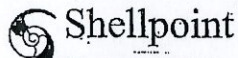
You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 07/20/2020, you are 110 days delinquent on your mortgage loan.

Recent Account History

- o Payment due 02/01/20: fully paid on 03/03/20
- o Payment due 03/01/20: fully paid on 04/07/20
- o Payment due 04/01/20: unpaid balance of \$1,215.19
- o Payment due 05/01/20: unpaid balance of \$1,204.47
- o Payment due 06/01/20: unpaid balance of \$1,204.47
- o Payment due 07/01/20: unpaid balance of \$1,204.47
- o Payment due 08/01/20: current payment due

o Total: \$5,993.81 due. You must pay this amount to bring your loan current.

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.



Shellpoint Mortgage Servicing
Loan Number: 0579713746
ARTHUR LEE HARRIS

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039



Property Address:
617 DANIELS AVE
VALLEJO CA 94590

AT 1:40pm

Amount Due

Payment Due Date: 08/01/2020
Total Amount Due: \$5,993.81

\$39.26 late fee may be charged after 08/16/2020

Please write clearly inside space provided

Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
Total Amount Enclosed	\$
(Please do not send cash)	

(K)

(C)

Important Notice: NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Notice of Error or Information Request Address:

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Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

For budget advice and credit counseling assistance please call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or at <http://www.hud.gov/offices/hsg/sth/hcc/hcs.cfm>.

Amounts paid in excess of your payment amount will first be used to satisfy any delinquency. If there are no past due amounts then excess amounts paid will be posted to your principal balance. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Shellpoint Mortgage Servicing may assess a returned check fee consistent with the laws for your state and your loan documents on all checks returned by your financial institution. Additionally, Shellpoint may charge a fee for processing payoff requests.

If usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses; from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

(B)

Address, Phone, and Name Changes

Type of change (check all that apply)

☐ Address ☐ Phone ☐ Name** ☐ Email Address

Your Account # _____ Social Security Number: _____

Old Borrower Name: _____ New Borrower Name: _____

Old Co-Borrower Name: _____ New Co-Borrower Name: _____

Borrower Signature: _____ Co-Borrower Signature: _____

New Mailing Address: _____

New Phone Number: Day (____) _____ Evening (____) _____ Email Address _____

****Please remember:**
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

//

RECEIPT

SUPERIOR COURT OF CALIFORNIA

Receipt Number: CMFF397700

Date: 22-FEB-2021

Cashier: GURETA

Comment: FCS056039

Payor: NORTHERN CALIFORNIA LEGAL SUPP
Address: 1814 I ST
SACRAMENTO, CA 95814

Qty	Description	Amount
73	GC70627A PREP	36.50
	Check 112614	-36.50

Total Payment: 36.50

Amt. Tendered: 0.00

Change: 0.00

Outstanding Balance: 0.00

Case Due Date:

Arthur Harris
1902 2nd Ave #520
Seattle, Washington
98101

Phone: (206) 643-6719
(In Pro Per)

Solano County Superior Court
of Solano

FILED
Clerk of the Superior Court

~~FEB 11 2021~~

By DEPUTY CLERK

Arthur Harris
Plaintiff

VS

New Rez LLC ; Shellpoint
Mortgage Company
Defendant.

1st Supplemental to
Complaint

CASE# **EC8056039**

complaint for damages pursuant
to the federal and california
fair debt collection practices
acts in violation of 15 USC
1692d 1-6, and california
civil code section 1798-1798.33

See Rosen Fair
Debt Collector Practice
Act

~~DMS~~

1

I

Brief Facts

(2)

Since June 1, 2019, DiTech Financial, LLC, New Rez LLC, and Shell Point Mortgage Management Company, have been sending Plaintiff many invoices claiming that he owe them unpaid money against his deed of Trust/mortgage, contract that he initially sign with Penacle Finance Company on September 30, 2015. In the body of those invoices, New Rez and Shell Point stated what Plaintiff owed them money for. They only stated that he owed them. In reply to those invoices, Plaintiff send Shellpoint copies of all his payment via Bank of America cashier checks, proving to them that I owe them nothing. Plaintiff sent them checks to show them that he paid them February, March, April, May, June and July of 2020, already and did not owe them nothing else, despite Plaintiff send the evidence to them, they'd continue to send him more invoice requesting the same thing. so Plaintiff got tired of receiving those dishonest, and abus ②

(3)

busive Bills From Them. with be so,
 Cause him to File a Law suit against
 Them in Federal District Court in Sea-
 tle, Washington, under 15 USC 1692d
-1-6 et al, Filed in That Court on
April 15, 2020. See case no. 2:20-cv-00
642 JCC, This case is still pending be-
 fore That Court awaiting The assigned
 Judge to Send out The Summons to The
 defendants. In That Case, Plaintiff Com-
 plained to The Court That Shell Point
 was sending me Bills and envoices try-
 ing to Collect money From me That I
 already paid Them. plaintiff also Chall-
 enged The Federal Law That gave Them
 The Authority to Transfer his deed of
 trust, (as California refer it as) across
 State Lines, without his Participation,
 and permission, as being unconstitut-
 ional on its Face. see 12 USC 2605, Bec-
 ause it denied him (The borrower) due
 process of Law to defend against The
 transfers. Continuing Their deceptive and
 abusive, behavior in his case, Plaintiff
 just recieved (a notice of default and
 intent to accelerate notice) on
 June 12, 2020, From Them threatening him
 with Foreclosure proceeding being impos ③

(4)

ed upon him if he Fail to pay them additional money compounded on top of the money that he has already paid them already paid them. See Exhibit (A). In reply to this newest invoice, Plaintiff sent a copy to the District Court, and one to New Reg, and Shellpoint, that same day for their records, what disturb me (as Plaintiff in this case) is the warning in their notice that they could legally under California per Law per California Civil Code Section 2924, place myself in foreclosure without taking me to court (see page (2) of the notice labeled Important Notice) concerned Plaintiff called, and wrote, Shellpoint admonishing them that they were dead wrong if they'd thought that could use some unconstitutional California Law giving them the authority to foreclose on myself without giving me a chance to without first giving me an opportunity to challenge that foreclosure proceeding in court. I went on to explain to them that such a process is a violation on my due process of Law right under the Fifth and 14th (4)

amendment TO The united States
Constitution- especially against The
(5) 14th amendant while States, In Per
Tinant Part

nor shall any STATE deprive
any person OF live, Liberty, or
property, without due process
OF Law,

No state Shall make or enforce
any Law which Shall abridge
The privileges or Immunit
ies OF citizen OF The united
States

nor deny TO any person within
ITS Jurisdiction The Equal Pro
tection OF The Laws.

Because The Due process vests in The
body OF our Constitution, what ever Calif
ornia California Law or statute they
were using to Justify Their Foreclouser
Decision, Plaintiff Explain to Them
were wrong and unconstitution on
There Face. and were violative OF The
5th and 14th amendment.

(5)

(8)

(6)

Plaintiff went on to explain to Shell Point that because the 14th amendment was not on their side in his case, they should reconsider their Foreclosure decision, and conduct an audit of his payment history and if so, they would find that he does not owe them any back mortgage money that justify them sending him any invoices in the first place, and certainly does not justify starting mortgage foreclosure proceeding against him. Shell Point and new Re2 LLC, your notice of default pleading is deceptive, and abusive because I owe you nothing because I have already paid you that money you are complaining about, Plaintiff went on to tell them see Attach Labeled Exhibit Exhibit (B). Plaintiff finally told Shell Point to stop sending him those deceptive and abusive invoices or if they did not, he will sue them. In reply, to Plaintiff Mary warning over the last six months to them, they'd responded by sending him this latest invoice received by him on June 12 2020, demanding

(6) The same payments over and over again. Plaintiff contends that because they, the defendant, keep doing, despite him many warnings to cease and desist this behavior, He Files This Second Law suit against them.

II

Prayer For Relief

Plaintiff prays for the following

- (1) That this Court order defendants to stop sending him fraudulent foreclosure notices and deceptive invoices in this case,
- (2) He demand that this Court order defendant pay him 350,000 dollars in punitive damages
- (3) Plaintiff also demands that defendant be ordered to pay him another 350,000 dollars in General and Compensatory Damages
- (3) Plaintiff further demands that this Court order defendants to pay him (7)

another 350,000 dollars For Court Costs, which include, But, not limited to, Court Filing Fees, Attorney Fees if Necessary, Trial Fees, if Necessary, and General Fees covering the entire prosecution of this case, All monies to be ordered payable consecutively. Finally, Plaintiff demands that this Court place an injunction on defendants attempt to Foreclose on his Home demanding that they stop pursuing this path against Plaintiffs For all of the reasons that he has shown above, and grant him any other relief this Court deem just and proper.

IV

I, ARTHUR HARRIS, That all of the above is True and correct under Both State and Federal Laws

Respectfully Submitted
 DATE 11/12/2020 ur 10 (8)
 ARTHUR HARRIS

Arthur Harris

1902 2nd AVE #520

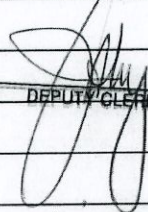
Seattle Washington 98101

Phone: (206) 643-6719

In Proper

FILED
Clerk of the Superior Court

FEB 11 2021

By  DEPUTY CLERK

①

Superior Court of California
County of Solano, City of Fairfield **FC8056039**

Arthur Harris
Plaintiff

Vs.

NewRez LLC; Shellpoint
Mortgage Company
Defendants

2nd Supplemental to complaint

complaint for damages
under california civil
code section- 2923, (4)
and (5) unlawful foreclosure
and 1788.1788.33
california Rosenberg Act

To the court,

on or about August 10th 2020, Plaintiff
sent Shellpoint mortgage servicing company
a Bank of America cashiers check in the amount
of 1,165.23 to cover his September 1, 2020 to
October 1, 2020 mortgage payment, Shellpoint sent
him (Plaintiff) two letters.

DMS

①

(2)

A Letter Dated 8/21/2020, That he received on 8/31/2020, informing him that they were sending him back that check because he'd payed them past the 90 days August 21, 2020 payment default day. See Exhibit A and C attached hereto and labeled the same also (see Exhibit B) for the same reasons - a copy of the returned check)

The sent back check covered September 2020 mortgage payment cycle.

Not totally understanding Shell Point's position here, plaintiff assume that they are not accepting any further payment from him on this account. If plaintiff's assumption is correct here, he request that this court contact shell point and order them to immediately provide him his deed of trust in this case. In that same letter they'd (shell point) also apologize to him (plaintiff) for causing him inconvenience in his case. See exhibit A. Plaintiff also received two more letter from shell point during this same time frame. (C)

Dated 8/21/2020. That he received on Saturday 8/29/2020, which notified him that he was being notified of default and acceleration intent (see exhibit

(3) c) and (2) He Finally received a Letter From Them Dated 8/17/2020 That He received on Monday 8/24/2020, giving them contract information on New Rez LLC, and on DiTech II LLC. See Exhibit (D). based on all of this latest correspondence that Plaintiff has recently received from New Rez and Shell point management serving company, He doesn't know whether they are going to proceed with Foreclosure proceeding against him or if they are conceding this situation to him. none of those letters clearly explain to Plaintiff their intention going forward. one thing Plaintiff does understand in this case. is that he never was delinquent in his payment on his mortgage contract and that he never been place in default, and that he never owe New Rez and Shell Point any Back mortgage payments since they'd claim they'd own his contract on February 4, 2020. and that any Foreclosure proceeding that Shell point might try to file on Plaintiff is wrong, illegal, and amounts to wrongful Foreclosure under both California and Federal Law. However, if they are conceding the legal situation in this case, as per-

(4) Plaintiff has Set Forth in his complaints against them, then he request that this Court order them to clarify their position as such, and, if warranted, order them to immediately give him his Deed of Trust. In addition to all of the above, Plaintiff daughter, Emailed Shellpoint several bank of America cashiers checks in the amount of 1,165.23 covering the months of February 2020 thru September 2020. on August 12, 2020. Shellpoint acknowledged receipts of those checks by E-mail sent to Plaintiff on August 13, 2020. However, on 8/17/2020, Shellpoint, after Plaintiff proved to them that he'd owe them no money by those e-mails, sent him another Default notice claiming that he owe them another 4,000 dollars and charge. Shortly after that, Plaintiff received three (3) other letter from Shellpoint that he has cited above in this document.

Respectfully,
 Dated 11/12/2020

Arthur Harris